

**CHESTERFIELD COUNTY
PURCHASING DEPARTMENT
CHESTERFIELD, VIRGINIA
(804) 748-1617
February 5, 2009**



REQUEST FOR PROPOSAL #09-9817

BANKING SERVICES

DUE: February 27, 2009

*Request For Proposal Prepared By
Jo Carol Mayton, CPPB
Principal Contract Officer
Purchasing Department
www.chesterfield.gov/ManagementServices/Purchasing/purchase.asp*

1. **PURPOSE**

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for Banking Services for Chesterfield County.

2. **GENERAL TERMS AND CONDITIONS**

- 2.1 Submittals, in **(five) (5)** copies, marked "**Banking Services**" will be received no later than **5:00 P.M.**, Local Time Prevailing, on **February 27, 2009**, in:

Chesterfield County Purchasing Department
Administration Building, Room 402, Fourth Floor
9901 Lori Road
P. O. Box 51
Chesterfield, VA 23832-0001

- 2.2 Should you decide to utilize an express delivery service, please note that we are located at the Intersection of Ironbridge Road (State Route 10) and Lori Road. **Proposals will not be accepted via Fax machine or Internet E-mail.**
- 2.3 Mark outside of envelope with **RFP #09-9817** and proposal subject, "**Banking Services**".
- 2.4 Time is of the essence and any proposal or addenda pertaining thereto received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. It is the sole responsibility of the offerors for ensuring that their proposals are stamped by Purchasing Department personnel before the deadline indicated in Section 2.1. Proposals and/or any addenda pertaining thereto, received after the announced time and date of receipt, by mail or otherwise, will be returned. However, nothing in this RFP precludes the County from requesting additional information at any time during the procurement process.
- 2.5 In the event that Chesterfield County government offices are closed due to inclement weather and/or emergency situations at the time set aside for a pre-proposal meeting and/or receipt of proposals, the pre-proposal meeting and/or published due date will default to the next open business day at the same time.
- 2.6 If you are an individual with a disability and require a reasonable accommodation, please notify the Purchasing Department at (804) 748-1617, three working days prior to need.
- 2.7 Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals. The County reserves the right to award in part, in whole, and/or to award to multiple contractors, or to reject any or all proposals received. Any requirements listed herein are intended to describe qualifications, certifications and/or experience considered to be vital and should be used as guidelines for proposal submission. Firms not meeting specific requirements listed herein are encouraged to list and/or demonstrate alternate qualifications, certifications and/or experience for consideration.
- 2.8 Any proposal submitted **MUST** include the Signature Sheet which has been signed by an individual authorized to bind the offeror. All proposals submitted without such signature may be deemed non-responsive.
- 2.9 RFP Process: Offerors are to submit written proposals which present the offeror=s qualifications and understanding of the work to be performed. The offeror=s proposal should be prepared

simply and economically and should provide all the information which it considers pertinent to its qualifications for the project and which respond to the Scope of Services and Evaluation Criteria listed herein. Emphasis should be placed on completeness of services offered and clarity of content. Offeror is requested to respond to each section/subsection in the order in which it appears in the RFP.

- 2.10 For information pertaining to the award on this procurement transaction, offerors may access public notification electronically at www.chesterfield.gov/ManagementServices/Purchasing/purchase.asp.
- 2.11 Proprietary Information: Section 2.2-4342 F of the *Code of Virginia* states: "Trade secrets or proprietary information submitted by a bidder, offeror, or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of §2.2-4317 shall not be subject to the Virginia Freedom of Information Act (§2.2-3700 et seq.); however, the bidder, offeror or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary." Proposals not in compliance with section 2.2-4342 F will be subject to disclosure.
- 2.12 Total Quality Improvement Initiative: In order to continuously improve the efficiency and effectiveness of all public services provided, Chesterfield County has adopted and implemented the TOTAL QUALITY concept in its approach to organizational management. Listed herein for all prospective offerors to the County is an overview of the County's TOTAL QUALITY IMPROVEMENT (TQI) initiative. Offerors should review this information in order to familiarize themselves with the management philosophies and environment of the County prior to responding to Request for Proposals.

Chesterfield County is a leader in the application of innovative and successful management approaches. The County's leadership has resulted in numerous awards and broad recognition of the County and its employees. A constantly growing demand for additional and enhanced services has prompted the County to seek even higher levels of innovation and service excellence.

The TQI initiative is led by front line workers, supervisors, department directors, and the County's Leadership Group. Their intensive involvement in quality improvement demonstrates the County's commitment to the TQI values and principles of the initiative.

The TQI initiative includes specific guidelines for values and principles regarding the involvement of every employee within the organization. Implementation of TQI demonstrates the County's commitment to the importance of each individual.

A high standard of ethics, fairness, integrity, trust, responsibility, and creativity are integral concepts of the TQI Initiative. The County's organizational values center on customer focus, ethical behavior, teamwork, leadership, continuous improvement, open communications, employee involvement, progressive thinking, and data driven decisions. Adherence to these values is expected of all employees of the County, and the County, therefore, expects that all vendors will strive for and continuously improve their customer service.

- 2.13 The County's Definition of Total Quality Improvement: TQI is the employee, customer, and team oriented approach to work, problem solving, and decision making that depends upon individual employee commitment to improving work processes through the analysis and utilization of data.
- 2.14 Chesterfield County's TQI Mission Statement: Providing a first choice community through excellence in public service. To achieve excellence, all employees of the County will participate in

the continuous evaluation and quality improvement of our services in order to meet or exceed customer expectations.

- 2.15 **Commitment to Diversity and Chesterfield Businesses:** Chesterfield County is a growing progressive community consisting of an increasingly diverse population. This diversity provides for a dynamic and robust community that promotes growth. Chesterfield County believes that all of its citizens should benefit from this economic growth without regard to race, color, religion or economic status. The county is committed to increasing the opportunities for participation of minority-owned businesses, women-owned businesses, and businesses located in Chesterfield County to ensure diversity in its procurement and contract activities. These businesses are encouraged to respond to all Invitations for Bids and Requests for Proposals. In addition, the county strongly encourages each contractor and/or supplier with which the county contracts to actively solicit minority-owned businesses, women-owned businesses, and businesses located in the county as subcontractors/suppliers for their projects.

Upon award/completion of work, the County will require the contractor to furnish data regarding subcontractor/supplier activity with Minority-Owned Businesses (MOB), Women-Owned Businesses (WOB), and Chesterfield Businesses (CB) on a Certification of Subcontractor/Supplier Activity form. The form will be provided to the contractor by the Purchasing Department. This information will enable the County to document the dollar level of activity and measure the success of its purchasing and contracting efforts in this endeavor.

Definitions:

Women-Owned Business (WOB) - a business concern that is at least 51% owned by one or more women who are U. S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interests is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law, and both the management and daily business operations are controlled by one or more women who are U.S. citizens or legal resident aliens. (*Code of Virginia 2.2-1401*)

Minority-Owned Business (MOB) – a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals. (*Code of Virginia 2.2-1401*)

Chesterfield Business (CB) - any private business enterprise, located within the jurisdictional boundaries of Chesterfield County.

- 2.16 **Cooperative Procurement (Use of this contract by other public bodies):** This procurement is being conducted by Chesterfield County in accordance with the provisions of 2.2-4304 of the Virginia Public Procurement Act (VPPA). Except for contracts for architectural and engineering services, if agreed to by the contractor, other public bodies may utilize this contract. The Contractor shall deal directly with any public body it authorizes to use the contract. Chesterfield County, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public bodies, and in no event shall the County, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of a Chesterfield County contract. Chesterfield County assumes no responsibility for any notification of the availability of the contract for use by other public bodies, but the Contractor may conduct such notification.

- 2.17 Non-Appropriation: The continuation of the terms, conditions, and provisions of this contract beyond the fiscal year is subject to approval and ratification by the Chesterfield County Board of Supervisors (and the Chesterfield County School Board, as applicable) and appropriation by them of the necessary money to fund said contract for each succeeding year.
- 2.18 Choice of Law and Venue: Any disputes under a resulting contract, that cannot be resolved between the County of Chesterfield and the contractor, must be resolved in the Circuit Court of Chesterfield County, Virginia. Any resulting contract shall be governed by the laws of the Commonwealth of Virginia.
- 2.19 Termination: It shall be the sole right of the County, to terminate any contract upon written notification to the Contractor.
- 2.20 Modification: The resulting contract shall not be amended, modified, or otherwise changed except by the written consent of the Contractor and the County given in the same manner and form as the original signing of this Contract.
- 2.21 Nondiscrimination Clause: In accordance with Section 2.2-4311 of the *Code of Virginia*, every contract for goods or services over \$10,000 shall include the following provisions:
- A. During the performance of this contract, the Contractor agrees as follows:
1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- B. The Contractor shall include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- 2.22 Right To Audit: Contractor=s records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the County to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by Contractor of any of its payees pursuant to execution of the contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this contract.

For the purpose of such audits, inspections, examinations and evaluations, the County shall have access to said records from the effective date of this contract, for the duration of the work, and until two (2) years after the date of final payment by the County to Contractor pursuant to this contract.

The County shall have access to Contractor=s facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. The County shall give Contractor reasonable advance notice of intended audits.

Contractor shall require all subcontractors, insurance agents, and materials suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in a written contract agreement between Contractor and payee. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related payees= costs from amount payable to Contractor pursuant to this contract.

If an audit inspection or examination in accordance with the article, discloses overcharges (of any nature) by Contractor to the County in excess of five percent (5%) of the total contract billings, the actual cost of the County=s audit shall be paid by Contractor.

- 2.23 Insurance: The contractor shall purchase and maintain in force, at his own expense, such insurance as will protect him and the County from claims which may arise out of or result from the Contractor's execution of the work, whether such execution be by himself, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverage shall be such as to fully protect the County, the Engineer (if applicable) and the general public from any and all claims for injury and damage resulting by any actions on the part of the contractor or his forces as enumerated above. The Contractor shall furnish a Certificate of Insurance, naming Chesterfield County and Chesterfield County School Board as additional insured . Should any of the policies be canceled before the expiration date, the issuing company will mail 30 days written notice to the certificate holder. The Contractor shall furnish insurance in satisfactory limits, and on forms and of companies which are acceptable to the County's Attorney and/or Risk Management and shall require and show evidence of insurance coverages on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done under this Contract.
- 2.24 Instructions Regarding Insurance Certificates: The Contractor and his insurance company should carefully review the insurance requirements applicable to this job. All requirements must be met before the County will execute the contract. In particular, we would call your attention to the following:
- A. Please note that the Insurance Certificate must state that the Commercial General Liability and the Umbrella Liability Insurance Policies name **Chesterfield County and Chesterfield County School Board** as additional insured. This requirement may be met by placing the following language on the Certificate. Many Certificates have a space headed **"Description"** where the language may be inserted as follows:
- Chesterfield County and Chesterfield County School Board is additional insured**
or that
Chesterfield County and Chesterfield County School Board is additional insured
with respects to General Liability; and/or Umbrella Liability policies.
- B. The Insurance Certificate must also contain the required statement concerning notice of cancellation or other change in coverage. The statement used on some Certificate forms is not acceptable. The statement which is required by the contract documents reads as follows:

"Such certificate shall provide that in the event of the cancellation of the policy or policies listed on such certificate, not less than 30 days notice in writing shall be given to the County."

NOTE: This requirement may be achieved through modifications to the cancellation clause by striking the words 'endeavor to' in the second line and by striking the clause reading 'but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.' OR In lieu of modifying the cancellation clause, Chesterfield County and Chesterfield County School Board may be listed an additional insured as an endorsement to the policy or by endorsement to the policy the insurer will provide 30 day cancellation notice to Chesterfield County. The endorsement should be on a separate form and attached to the certificate.

C. The Certificate Holder should be listed as:

Chesterfield County
c/o Purchasing Department
P. O. Box 51
Chesterfield, VA 23832-0001
IFB/RFP #

D. Certificate of Insurance must be signed.

2.25 Drug Free Workplace: During the performance of this contract, the contractor agrees to:

- A. Provide a drug-free workplace for the contractor's employees
- B. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition
- C. State in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace
- D. Include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

2.26 Environmental Management: Contractor shall be responsible for complying with all applicable federal, state, and local environmental regulations, if any. Additionally, the Contractor must meet all Chesterfield County Environmental Management System (EMS) requirements. For questions or additional information, contact the Office of Environmental Management at (804) 717-6531.

2.27 Faith-based Organization: Chesterfield County does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, Section 2.2-4343.1.

- 2.28 Finance Charges: Chesterfield County will not pay any finance charges imposed on any invoices submitted by the contractor relative to this RFP.
- 2.29 Contractor Background Checks: In order to preserve the integrity and security of county government operations, contract workers may be required to undergo a criminal background check conducted by Chesterfield County. The County will conduct these checks for any worker it believes will have unsupervised access to County designated Security Sensitive areas. Contract workers providing goods, services or construction in these designated areas are required to confine themselves to the area of the work. Based on the results of the background check, the contract worker may be disqualified from providing work/services for Chesterfield County.
- 2.30 Sensitive Information Handling: Any information in the possession of the county/schools which is specific to a student, citizen, county/school business function, private business entity or other government entity which is not generally available to the public shall be designated Sensitive Information. Contract workers will under no circumstances remove Sensitive Information from county facilities. Any Sensitive Information which must reside temporarily on a hard drive or portable storage device (USB Key, CD ROM, memory card, etc.) for processing must remain within the county facility. No Sensitive Information may be remotely accessed by contract workers by dial in, VPN, web interface or other means without expressed consent of the department head and the Information Security Manager (county) or Director of Technology (schools). Any access to county/schools information by contract workers from outside the county intranet shall be in accordance with existing Information Systems Technology (IST)/Chesterfield County Public Schools (CCPS) Technology department security policies and procedures. Contract worker network connected computer equipment will be subject to all applicable IST/CCPS policies and procedures. Any exception to this application of policies shall be approved by the CCPS Department of Technology / county Information Security Manager and Chief Information Officer or designees.
- 2.31 Precedence of Terms and Conditions: Any and all Special Terms and Conditions contained in this Request for Proposal that may be in variance or conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions. If no changes or deletions to General Terms and Conditions are made in the Special Terms and Conditions, then the General Terms and Conditions shall prevail in their entirety.
- 2.32 Vendor Rewards/Gift Programs: It is the policy of the County not to participate in any rewards programs offered by vendors and not to accept any gifts or gift cards, or other rewards from vendors for purchases made by the County. If you customarily provide, or if you plan to provide, rewards programs, gifts or gift cards, or other rewards to your customers for purchases made by such customers, you must identify this fact in your proposal and demonstrate in the proposal how you have applied the value of such rewards to a reduction in the price of the goods and/or services being offered to the County.
- 2.33 Illegal Immigrants: In accordance with the *Code of Virginia*, Section 2.2-4311.1, the Contractor hereby agrees that he does not and shall not, during the performance of this contract, knowingly employ unauthorized aliens as defined in the federal Immigration Reform and Control Act of 1986.

3. **BACKGROUND**

- 3.1 Chesterfield County Treasurer's Office is located at 9901 Lori Road, Room 101, Chesterfield, Virginia 23832. The Treasurer's Office is responsible for the collection, disbursement, and reconciliation of all County and Chesterfield County Public Schools funds.

4. SCOPE OF SERVICES

- 4.1 Please provide details on the full services your firm can offer related to the County's existing needs noted below, as well as those that would exceed our needs. Include product or system enhancement information for any product or service that would enable a more efficient use of County personnel and financial resources.

A. Locations within the County boundaries

1. An offeror must be a federally chartered bank, should have multiple branches strategically located throughout the County, and should have one branch located within a five (5) mile radius of the Chesterfield County Treasurer's Office located in the Chesterfield County Administration Building, 9901 Lori Road, Room 101, Chesterfield, VA 23832. If the headquarters of the offeror is not located within the Richmond area, a branch bank of the offeror located within the Richmond area must be able to offer the full range of banking services required by the Request for Proposal.

B. Virginia Security for Public Deposits Act

1. An offeror must comply with all applicable federal, state and county laws, ordinances, rules and regulations including but not limited to the Virginia Security for Public Deposits Act (Chapter 2.2-4400 of the Code of Virginia). It must be a qualified public depository as defined in the Virginia Security for Public Deposits Act with a capital structure sufficient to support deposits of one hundred fifty (150) million dollars by the County. **Offerors should submit with the proposal its latest public depositor's consolidated report of conditions filed with the Virginia State Treasurer as evidence of its ability to meet the capital structure requirements stated above.** The bank selected to perform banking services for the County shall maintain a capital structure of at least one hundred fifty (150) million dollars during the term of the agreement to include renewals.

C. Account Requirements

1. Account Structure – The bank will provide account relationships as detailed in items 2. and 3. below.

The County maintains one main concentration account through which most activity flows, either directly or indirectly as shown in the attached flowchart, Exhibit A.

2. It is the County's intent to maintain a compensating balance in the Concentration Account to support activity costs for all services (including lockbox). The concentration account will operate on a "target balance" basis whereby the required compensating balance to support activity charges will become a target balance. The objective is to maintain the target balance to support activity charges based on an average balance over a thirty (30) day period.

3. Account Descriptions

a. Concentration Account

- (1) The Concentration Account is the primary depository account for most County deposits. This includes cash, coin, encoded checks, unencoded

checks, Automated Clearing House (ACH) debits and credits, lockbox deposits, consolidated electronic payments via ACH, and state and federal grant ACH's and wires. The account will also be debited for outgoing wires, Electronic Funds Transfers (EFT's), ACH transactions, and most returned items. All checks deposited should be in accordance with the bank's availability schedule. **Offerors should supply a copy of their availability schedule with their proposal.**

- (2) The concentration account funds 1 (one) Zero Balance Account (ZBA's) and 3 (three) Controlled Disbursement Accounts (CDA's). The ZBA and CDA's are only used for check issuance.
- b. School Food Service Deposit Account – School cafeterias throughout the County (approximately 70) deposit coins, cash and checks into this account using deposit tickets coded to each school. The volume of deposits during calendar year 2007 was approximately 14,500.
 - c. Credit Card Deposit Account – The County utilizes approximately 10 merchant ID numbers for processing credit card transactions. An ACH deposit is made to this account daily for each merchant ID.
 - d. Payroll Account – The County pays County and School payroll from this account which includes checks and ACH direct deposit files processed bi-weekly and semi-monthly, respectively.
 - e. Vouchers Payable – The County issues checks payable to vendors and pays certain vendor accounts by ACH.
 - f. Treasurer's Refund Account – This account is comprised of check activity only.
 - g. Ancillary Accounts - The County maintains 4 (four) interest bearing checking accounts. The deposit and check activity in these accounts is minimal. See attached flow chart, Exhibit B.
 - h. Miscellaneous Checks Account – This account includes several different check types. Each check type is numerically controlled within the account.

Volume of Issued Checks for Calendar Year 2008

Check Type	# Issued in CY 2008
Payroll Checks	42,372
Payroll ACH transactions	282,842
Vouchers Payable Checks	89,691
Vouchers Payable ACH transactions	18,378
Refund Checks	35,387
Miscellaneous Checks	6,357
Total Transactions	<u>475,027</u>

D. Basic Banking Services

1. Deposits

- a. The bank should have multiple branches strategically located throughout the County and should have one branch within a five mile radius of the Chesterfield County Treasurer's Office located in the Chesterfield County Administration Building located at 9901 Lori Road, Chesterfield, Virginia.
- b. Cash and check deposits from various County departments and School cafeterias, including daily deposits to an account owned by the Commonwealth of Virginia, shall be accepted at any branch located within the County.
- c. The County uses an armored courier for cash and check deposits resulting from transactions in the Treasurer's Office and Utilities Department. The courier will deposit at the money processing center used by the bank. The checks in the armored courier deposit from the Treasurer's Office are pre-encoded.
- d. The County requires access to night depository facilities at local bank branches.

2. Returned Items

- a. The bank shall automatically debit the County's concentration account for all returned items (except for School Food Service; these returned items are debited directly to the Food Service account). Each check or substitute check shall be returned to the County Treasurer for collection action. The bank should have the ability to provide the returned item information in an electronic format.
- b. All check returns and returned ACH transactions shall be reported on a daily basis. At a minimum, the notification should be by hard copy, but on-line notification is preferred.
- c. The bank shall attempt to deposit School Food Service account checks once before being returned. The bank shall attempt to deposit all other checks twice before being returned.

3. Outgoing Wire Transfers

- a. The bank should be able to provide on-line and telephone access for initiating and processing out-going wire transactions.
- b. Dual controls are required regardless of method used to initiate the wire.
- c. Wires may be repetitive or non-repetitive and domestic or international.
- d. The County should have on-line access for confirmation of all wires executed, including details. The bank should provide wire confirmation data including, but not limited to:

(1) Payor bank and account number

- (2) Beneficiary bank and account number
 - (3) Dollar amount of wire
 - (4) Reference information
 - (5) Time and date wire was received or executed
 - (6) Confirmation that the beneficiary bank received and acted upon the wire instructions (federal reference number)
4. Cash and Coin Service
- a. School Food Service will deposit loose coins collected from vending machines. Any branch of the bank should have the ability to process these deposits.
 - b. Any branch of the bank should have the ability to provide change or currency orders, when requested.
5. Account Reconciliation Services
- a. The County currently utilizes full account reconciliation services for the Payroll, Vouchers Payable and Refund accounts and partial reconciliation services for the Miscellaneous Checks account.
 - b. Comprehensive reports should be provided, detailing all issued/outstanding and exception checks processed during the month. Also, consolidated electronic files with all monthly check information should be received in an electronic format that can be interfaced with the County's financial system.
6. Check Imaging/Positive Pay
- a. The bank should provide on-line "imaging" of all County-produced cleared checks and deposited items. Access to this imaging system should be via a web-based process and available over the life of the contract and a minimum of five (5) years after termination of the contract.
 - b. Cancelled checks on the Ancillary accounts should be imaged or original/substitute checks should be returned in numerical sequence.
 - c. All check-issuing accounts (i.e. Payroll, Vouchers Payable, Treasurer's Refund, Miscellaneous and Ancillary checks) will utilize positive pay with multiple daily submissions of issue and void data to the bank. The bank should be able to receive multiple issue/void files per day.
 - d. The bank should provide a timetable of how often the positive pay information is uploaded to the branch teller system.
7. On-line Services and Reporting
- a. Provide on-line detailed and summarized information on previous days activity in all accounts. This information should include, but not be limited to, dates and amounts of each deposit, amounts of ZBA and CDA transfers, originating/beneficiary information on wires, ACH transactions and returned items.

- b. On-line services/reporting should also include:
 - (1) Information on intra-day debit and credit activity
 - (2) Ability to determine if checks have been cancelled
 - (3) Unlimited online stop payment services including processing and confirming stop payments
 - c. Electronic and hard copy account statements should be prepared for all accounts at month end. Statement should be available to the designated Treasurer's Office contact by the 10th business day following month end.
8. Account Analysis
- a. The bank should provide to the designated Treasurer's Office contact month-end account analysis statements for all services provided. This statement should be received in electronic format within ten (10) business days following the end of the statement period.
 - b. The month-end account analysis statement should include, but is not limited to, all information in the contract such as unit cost, extended price, items charged, reserve amount and the earnings credit (where applicable). All information should be reported per account and for the relationship as a whole.
9. Customer Service
- a. The bank should provide an officer of at least a Vice President ("officer") level to act as the primary liaison between the County and the bank. This officer should be responsible for conflict resolution between the County and the bank. The bank should provide direct contact information for the officer assigned including, but not limited to, telephone, e-mail, and fax. The bank should also provide a secondary liaison in the event that the primary liaison is unavailable.
 - b. The bank should provide access to a customer service team that will research and provide feedback on routine transactions, including but not limited to wire transfers, debit/credit adjustments, deposits and account reconciliation processing. The customer service team should be knowledgeable of the County's account structure and should respond to any inquiries by the County no later than the same day or next business day.
 - c. The officer and the key staff for each service should meet with County staff immediately after the contract has been fully executed for a project kickoff meeting. In addition, the officer and key staff should be available for other meetings as required by the County.
 - d. The Bank should provide on-site training to all necessary Treasurer's Office staff for all online banking services.
 - e. Any new services and/or related services offered by the bank should be made available to the County, with associated costs for the services to be negotiated at the time of service offer.

10. Online Banking/Bill Payer System
 - a. The County currently accepts payments for water and wastewater services through an online banking/bill paying system. The County is currently in the process of expanding this system to accept personal property tax payments. On a daily basis, the bank should provide a consolidated file with a corresponding ACH credit to the County's concentration account.
11. ACH processing
 - a. The Treasurer offers a direct debit program to taxpayers who want to schedule payments for tax and water/wastewater bills. Payments are deducted directly from the taxpayer's checking or savings account. The bank should offer on-line direct debit services. The bank should provide software or access to a browser-based internet service for tracking and transmitting account information. This service should be compatible with existing internal processes.
 - b. The Treasurer also utilizes ACH processing for County payroll on a biweekly basis and School Board on a semi-monthly basis. The County also uses ACH processing for payments to vendors.
 - c. ACH processing for payroll, vendor payments and direct debit program transactions is currently using secure file transfer protocol (FTP).
12. Credit/Debit Card Processing (provided for information purposes only)
 - a. The County utilizes software from Elavon (formerly Nova Information Systems) to process charge card transactions in person. Currently, only charge cards using the Mastercard, Visa and Discover logos are accepted in person.
 - b. The County utilizes a third-party processor for telephone and internet transactions.
13. Lockbox
 - a. The bank should be able to provide retail lockbox services. The County prefers a bank who can provide local lockbox processing options.
 - b. The County maintains two post office boxes, one for tax payments and one for utility payments, located at the main post office in Richmond, Virginia. The County utilizes the United States Postal Service Reship Service to forward the items mailed to the post office boxes to our current lockbox processor.
 - c. Volumes of transactions processed by Lockbox for the County are shown as follows:

	TAXES	UTILITIES
January 2008	3,097	27,894
February	2,372	32,634
March	849	31,958
April	7,841	32,532
May	116,170	25,064
June	89,222	34,716
July	12,543	32,319
August	3,126	27,818
September	4,771	31,839
October	5,938	28,795
November	18,760	27,270
December 2008	17,287	34,481
TOTAL	<u>281,976</u>	<u>367,320</u>

- d. All remittance coupons have an OCR scan line to facilitate processing of the payments.
- e. All work should be processed on the day it is received from the Post Office. Funds should be posted to the concentration account daily, in accordance with the Bank's availability schedule.
- f. Currently, due to County system limitations, only full payments where the check equals the total on the remittance coupon can be processed through the normal lockbox operations. However, payment exceptions (partial payments, payments without coupons, overages and shortages) should be forwarded to an on-line, browser-based system for exception resolution by designated Treasurer's Office personnel. Treasurer's personnel will review images of the exceptions and perform data entry into the system to provide proper distribution of the payment. Exceptions processed through this system will then be incorporated into the normal daily lockbox transmission of payment information.
- g. Any exception items that cannot be processed through the normal or exception processes as well as correspondence and address changes must be returned to the Treasurer no later than the next business day for processing.
- h. During times of heavy volume in the Treasurer's Office, items will be batched for Lockbox processing and will be delivered to the Lockbox processing location, utilizing the bank courier service, when possible.
- i. Remittance information will be transmitted to the County via secure FTP in a designated file format to be processed by County systems. Two files are required, one containing data and one containing a report file.
- j. Provide images of all transactions no later than the next business day. Images should also be available online for at least three years.
- k. Reporting by email should be provided at the time of transmission that summarizes the dollar value and quantity of each type of transaction (i.e. personal property, real estate, and utilities).

I. Lockbox services should allow for the following:

- (1) Single document/Single check
- (2) Multiple documents/multiple checks
- (3) Single document/multiple checks
- (4) Multiple documents/single check

m. Currently, the County does not accept charge card payments through Lockbox; however, this process is an option we would like to explore in the future.

5. TERM OF CONTRACT

5.1 The initial term of the resulting contract shall be for a period of three years effective July 1, 2009 through June 30, 2012.

6. RENEWAL OF CONTRACT

6.1 The resulting contract may be renewed by the County for one additional three year term under the terms and conditions of the original contract except as stated in A. below. Price increases may be negotiated only at the time of renewal. Upon a determination by the County to renew this contract for an additional three year term, written notification will be given to the Contractor.

A. If the County elects to exercise the option to renew the contract for an additional three year period, the contract price(s) for the additional three years shall not exceed the contract price(s) of the original contract increased by more than the percentage increase of the Financial Services category, all urban consumers, not seasonally adjusted, CUUR0000SEGD05 of the Consumer Price Index (CPI) of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. The source for this index shall be <http://www.bls.gov/cpi>.

7. PROPOSAL SUBMISSION INSTRUCTIONS

7.1 In order to facilitate the analysis of responses to this RFP offerors should prepare the proposal with the instructions outlined in this section and should structure the proposal response so that it contains individual tabs/sections detailing proposed services.

A. Offerors responses should be prepared as simply as possible with straightforward, concise descriptions of the capabilities to satisfy the requirements of this RFP.

B. Expensive bindings, color displays, promotional materials, demo CDs etc., are not needed. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All information should be presented in a non-technical format to ensure understanding. All responses should be tailored specifically for Chesterfield County.

C. Chesterfield County encourages proposals that provide innovative alternatives to addressing the County's existing needs as described in the solicitation. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material.

7.2 Detailed Submittal Format

- A. Introduction letter, signed signature page and addenda acknowledgement, if applicable.
- B. Executive summary – Provide a narrative, prepared in non-technical terms, summarizing the offeror's proposal. The executive summary should identify the primary contact for the Proposal Team including name, address, telephone number and e-mail address.
- C. A detailed description of the services to be provided which addresses each of the topics listed in Section 4 Scope of Services. Clearly state your ability to meet or exceed the requested services and any alternative solutions that would benefit the County.
- D. Statement of Qualifications – The offeror should include a description of the organizational and staff experience as it relates to meeting the County's banking needs.
- E. Key Individuals – The offeror should provide a list of key individuals to be assigned to the County's contract, specify their role in administering the contract, and provide a current resume for each individual.
- F. References - All offerors shall include a list of a minimum of five references, from similar projects only, who could attest to the firm's knowledge, quality of work, timeliness, diligence, flexibility, and ability to meet budget constraints. Include names and addresses, contact persons, phone numbers and e-mail addresses of all references. References should include those that demonstrate the ability of the bank to provide comprehensive banking services for local government entities.
- G. Cost of each service listed in the Pricing Schedule as well as any additional service charges the County may be charged.
- H. Statement of assurance that the offeror has sufficient financial capacity, working capital, and other financial resources to provide the services. Include a copy of the offeror's most recent audited financial statements.
- I. The offeror should submit copies of any supplemental agreements or documents that contain any terms and conditions that will be requested to be incorporated in the overall Agreement (e.g., direct deposit agreement, wire transfer agreement, etc.) including copies of any signature cards that contain terms and conditions.

8. COUNTY RESPONSIBILITIES

8.2 The County will:

- A. Provide all information and assistance from the Treasurer's Office and the Department of Information Systems Technology.
- B. Examine and approve all reports, forms, documents, timeframes, schedules, etc.
- C. Designate persons of authority in each area who will be able to make decisions, transmit information, receive information, interpret and define projects, policies, and procedures.

9. EVALUATION CRITERIA

9.1 These criteria are to be utilized in the evaluation of qualifications for development of the shortlist of those offerors to be considered for negotiations. Individual criteria will be assigned varying weights at the County's discretion to reflect relative importance. Offerors are required to address each evaluation criterion in the order listed and to be specific in presenting their qualifications.

- A. Demonstrated ability of the bank to comprehensively meet all services detailed in the RFP.
- B. Quality controls in place to ensure high-quality service, the understanding of the County's needs, and any special processes which the bank feels may increase its ability to perform the contract.
- C. Experience, technical capabilities, professional competence and qualifications of the proposed personnel assigned to provide the services.
- D. Financial stability.
- E. Cost of services.

10. AWARD PROCEDURE

10.1 Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the County shall select the offeror which, in its opinion, has made the best proposal and award the contract to that offeror. Should the County determine in writing and in its sole discretion that only one offeror is fully qualified or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

11. REFERENCES

11.1 References may or may not be reviewed or contacted at the discretion of the County. Typically, only references of the top ranked shortlisted offeror or offerors are contacted. The County reserves the right to contact references other than, and/or in addition to, those furnished by an offeror.

12. **INQUIRIES**

- 12.1 Any questions which may arise as a result of this solicitation may be addressed to: Jo Carol Mayton, CPPB, Principal Contract Officer, at (804) 748-1834, or by email to purchasing@chesterfield.gov. Inquiries must be received at least 7 business days prior to the due date in order to be considered. Contact initiated by a bidder/offeror concerning this solicitation with any other County representative, not expressly authorized elsewhere in this document, is prohibited. Any such unauthorized contact may result in disqualification of the bidder/offeror from this transaction.

SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in **RFP #09-9817**.

My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2, Chapter 12, 498.4 of the *Code of Virginia*, 1950 as amended. Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, the Virginia Antitrust Act, and Federal Law, and can result in fines, prison sentences, and civil damage awards.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the County of Chesterfield, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the County of Chesterfield, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the County of Chesterfield. Furthermore, offeror is in compliance with the *State and Local Government Conflict of Interests Act 2.2-3100*, supplemented by Article 6, 2.2-4367-69 of the *Code of Virginia*. Specifically, no county employee, county employee's partner, or any member of the county employee's immediate family holds a position with the offeror such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls an interest of more than five percent.

To receive consideration for award, this signature sheet must be returned to the Purchasing Department as it shall be a part of your response.

Complete Legal Name of Firm: _____

Address: _____

Federal Tax ID Number: _____

Signature of Authorized Representative: _____

Typed Name and Title: _____

Please provide the primary contact person for questions and concerns relative to this project:

Contact Name and Title: _____

Phone: (____) _____ **Fax:** (____) _____ **Email:** _____

We hereby provide the following information to Chesterfield County regarding our business. We understand that it is provided for statistical purposes only and all firms submitting proposals will receive equal consideration.

Minority-Owned Business: Yes _____ No _____

Women-Owned Business: Yes _____ No _____

Chesterfield Business: Yes _____ No _____

PRICING SCHEDULE

Offerors are required to submit a cost proposal which details each item as identified below. Volumes provided are estimates and actual quantities may vary. Pricing not requested below, but which the bank proposes to charge, must be individually itemized in the section titled "Other Charges" and thoroughly explained in an attachment to the submission.

Item	Monthly Quantity	Unit Price	Total Monthly Price
Paper Deposits	740		
Coin/Currency Branch Deposits	9,050		
Account Maintenance	1		
Money Center Services per locked bag processed	310		
Retail lockbox items processed	54,775		
Retail lockbox data transmission	54,775		
Retail lockbox image costs – monthly maintenance	1		
Retail lockbox image costs – retrieval fee	36		
On-line Reporting	1		
Wire Transfers	8		
ACH Processing Monthly Maintenance	1		
ACH Processing Originated Items	4170		
GRAND TOTAL MONTHLY PRICE			\$

[illegible]

EXHIBIT A

County of Chesterfield

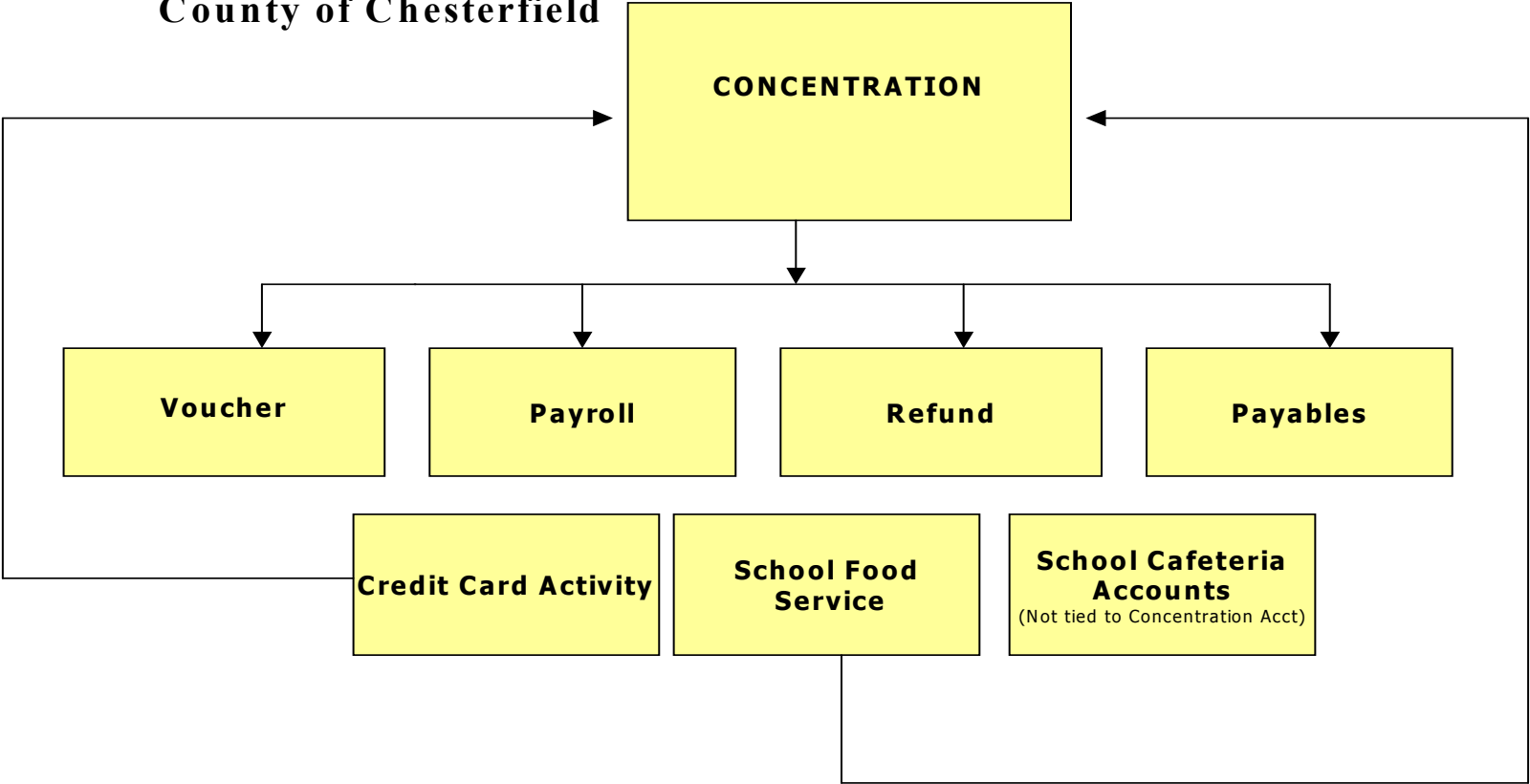


EXHIBIT B

County of Chesterfield

Ancillary Accounts:

Social Services SSI

Social Services DED

PD Safekeeping

**Greater Richmond
Convention Center
Authority**